

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address  UZZI O. RAANAN (State Bar No. 162747) <i>uraanan@DanningGill.com</i> DANNING, GILL, ISRAEL & KRASNOFF, LLP 1901 Avenue of the Stars, Suite 450 Los Angeles, California 90067-6006 Tel.: (310) 277-0077 Fax: (310) 277-5735  <input checked="" type="checkbox"/> <i>Movant(s) appearing without attorney</i> <input type="checkbox"/> <i>Attorney for Movant(s)</i>	FOR COURT USE ONLY
<b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION</b>	
In re:  VOIP GUARDIAN PARTNERS I LLC,  <div style="text-align: right;">Debtor(s)</div>	CASE NO.: 2:19-bk-12607-BR CHAPTER: 7  ADV. NO. 2:21-ap-01044-BR
TIMOTHY YOO, Chapter 7 Trustee,  <div style="text-align: right;">Plaintiff,</div> vs.  VOIP GUARDIAN LLC, a Delaware limited liability company; et al., <div style="text-align: right;">Respondents.</div>	<div style="text-align: center;"><b>DECLARATION THAT NO PARTY REQUESTED A HEARING ON MOTION</b></div> <div style="text-align: center;"><b>LBR 9013-1(o)(3)</b></div> <div style="text-align: center;">[No Hearing Required]</div>

1. I am the ☒ Movant(s) or ☐ attorney for Movant(s) or ☐ employed by attorney for Movant(s).
2. **On:** 9/13/2024 Movant(s) filed a motion entitled: MOTION OF DANNING, GILL, ISRAEL & KRASNOFF, LLP TO WITHDRAW AS COUNSEL FOR DEFENDANTS RODNEY OMANOFF, VOIP GUARDIAN LLC, RICHARD OMANOFF, OMANOFF AMERICA LLC, OMANOFF AMERICA TELECOM LLC, OWL AMERICA, INC., AND CONTACTS & CONTRACTS, INC.
3. A copy of the motion and notice of motion is attached hereto.
4. On 9/13/2024, Movant(s) served a copy of ☐ the notice of motion or ☒ the motion and notice of motion on required parties using the method(s) identified on the Proof of Service of the notice of motion.
5. Pursuant to LBR 9013-1(o), the notice of motion provides that the deadline to file and serve a written response and request for a hearing is 14 days after the date of service of the notice of motion, plus 3 additional days if served by mail, or pursuant to F.R.Civ.P. 5(b)(2)(D) or (F).
6. More than 17 days have passed since Movant(s) served the notice of motion.

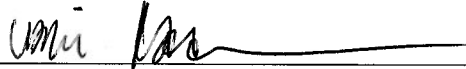
This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

7. I checked the docket for this bankruptcy case and/or adversary proceeding, and no response and request for hearing was timely filed.
8. No response and request for hearing was timely served on Movant(s) via Notice of Electronic Filing, or at the street address, email address, or facsimile number specified in the notice of motion.
9. Based upon the foregoing, and pursuant to LBR 9013-1(o), a hearing is not required.

Movant(s) requests that the court grant the motion and enter an order without a hearing.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date: October 1, 2024

  
\_\_\_\_\_  
Signature

Uzzi O. Raanan  
\_\_\_\_\_  
Printed name

1 UZZI O. RAANAN (State Bar No. 162747)  
*uraanan@DanningGill.com*  
2 DANNING, GILL, ISRAEL & KRASNOFF, LLP  
1901 Avenue of the Stars, Suite 450  
3 Los Angeles, California 90067-6006  
Telephone: (310) 277-0077  
4 Facsimile: (310) 277-5735

5 Attorneys for Respondents Rodney Omanoff,  
VoIP Guardian LLC, Richard Omanoff.  
6 Omanoff America LLC, Omanoff America  
Telecom LLC, Owl America. Inc. and  
7 Contacts & Contracts. Inc.

8  
9 **UNITED STATES BANKRUPTCY COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA**  
11 **LOS ANGELES DIVISION**

12 In re  
13 VOIP GUARDIAN PARTNERS I LLC,  
14 Debtor.

Case No. 2:19-bk-12607-BR  
Chapter 7

15 TIMOTHY YOO. Chapter 7 Trustee,

Adv. No. 2:21-ap-01044-BR

16 Plaintiff,

17 vs.

18  
19 VOIP GUARDIAN LLC. a Delaware limited  
liability company: et al.

20 Respondents.  
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**NOTICE OF MOTION AND MOTION OF  
DANNING, GILL, ISRAEL &  
KRASNOFF, LLP TO WITHDRAW AS  
COUNSEL FOR DEFENDANTS RODNEY  
OMANOFF, VOIP GUARDIAN LLC,  
RICHARD OMANOFF, OMANOFF  
AMERICA LLC, OMANOFF AMERICA  
TELECOM LLC, OWL AMERICA, INC.,  
AND CONTACTS & CONTRACTS, INC.;  
MEMORANDUM OF POINTS AND  
AUTHORITIES; DECLARATION OF  
UZZI O. RAANAN IN SUPPORT  
THEREOF; AND REQUEST FOR  
JUDICIAL NOTICE IN SUPPORT  
THEREOF**

[No Hearing or Opportunity to Object  
Required Per LBR 9013-1(p)]

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1 TO THE HONORABLE BARRY RUSSELL, UNITED STATES BANKRUPTCY  
2 JUDGE, THE UNITED STATES TRUSTEE, AND OTHER PARTIES IN INTEREST:

3 PLEASE TAKE NOTICE that, pursuant to Local Bankruptcy Rules 2091-1(a) and 9013-  
4 1(p), Danning, Gill, Israel & Krasnoff, LLP (“Danning Gill”), counsel of record in the above-  
5 entitled adversary action (the “Adversary Action”) for Defendants Rodney Omanoff, VoIP  
6 Guardian LLC, Richard Omanoff, Omanoff America LLC, Omanoff America Telecom LLC, Owl  
7 America, Inc., and Contacts & Contracts, Inc. (collectively, the “Defendants”), hereby moves (the  
8 “Motion”) for an order authorizing Danning Gill to withdraw as counsel in the Adversary Action.

9  
10 **NOTICE TO THE DEFENDANTS**

11 **If this motion to be relieved as counsel is granted, you will not have**  
12 **an attorney representing you. You may wish to seek legal assistance. If**  
13 **you do not have a new attorney to represent you in this case, and you are**  
14 **legally permitted to do so, you will be representing yourself. It will be**  
15 **your responsibility to comply with all court rules and applicable laws. If**  
16 **you fail to do so, or fail to appear at hearings, action may be taken against**  
17 **you. You may lose any proceedings brought against you.**

18 **If this motion to be relieved as counsel is granted, the court needs**  
19 **to know how to contact you. If you do not keep the court and other**  
20 **parties informed of your current address and telephone number, they will**  
21 **not be able to send you notices of actions that may affect you, including**  
22 **actions that may adversely affect your interests or result in your losing**  
23 **the case.**

24 **If you are a legal entity, including a limited liability company (LLC)**  
25 **and corporation, once your attorney has withdrawn you will be unable to**  
26 **appear in the Adversary Action through anyone other than another**  
27 **attorney. The inability to appear without counsel could potentially result**  
28 **in the striking of the Answer you filed in this Adversary Action and the**  
**entry of a default judgment against you.**

The Motion is based upon this Notice of Motion and Motion, the Memorandum of Points  
and Authorities, a Request for Judicial Notice, and the Declaration of Uzzi O. Raanan, attached  
hereto, the papers and pleadings on file in this case, and such other evidence as may be presented to  
the Court.

1 PLEASE TAKE FURTHER NOTICE that, pursuant to Local Bankruptcy Rule 9013-1(p),  
2 this Motion may be determined by the Court without a hearing after notice provided in Rule 2091-  
3 1. Rule 2091-1(c)(2) requires that notice be given to the United States Trustee, the Debtor, and  
4 each party that has been named or that has appeared in this proceeding. Danning Gill has complied  
5 with this rule.<sup>1</sup>

6  
7 DATED: September 13, 2024

DANNING, GILL, ISRAEL & KRASNOFF, LLP

8  
9 By: /s/ Uzzi O. Raanan

10 UZZI O. RAANAN

11 Attorneys for RODNEY OMANOFF, VOIP  
12 GUARDIAN LLC, RICHARD OMANOFF,  
13 OMANOFF AMERICA LLC, OMANOFF  
14 AMERICA TELECOM LLC, OWL AMERICA,  
15 INC., AND CONTACTS & CONTRACTS, INC.  
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25 <sup>1</sup> LBR 9013-1 allows for motions to be determined at a hearing, often self-calendared by the  
26 moving party. LBR 9013-1(o) offers an alternative procedure, allowing most matters that may be  
27 set for hearing to be determined upon notice of opportunity to request a hearing. LBR 9013-1(p)  
28 offers another alternative procedure for fifteen types of motions – including motions for leave to  
withdraw as counsel – which may be determined without a hearing on the condition that notice be  
given by the moving party in accordance with rules applicable to such motions.

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I.**

3 **INTRODUCTION**

4 Danning Gill seeks an Order authorizing it to withdraw as counsel for the Defendants  
5 in this Adversary Action.

6 Danning Gill has represented the Defendants in the Adversary Action since August  
7 2022. On or about November 10, 2023, the Defendants entered into a Settlement Agreement  
8 (the “Settlement Agreement”) with the Trustee/Plaintiff in the Adversary Action. The  
9 Settlement Agreement contains various terms, including payment by Defendants of  
10 \$3,000,000 (the “Settlement Amount”) to the Trustee and the latter’s agreement to dismiss  
11 the Defendants from the Adversary Action with prejudice, among others. The Defendants  
12 paid the Settlement Amount to the Trustee at the time the Settlement Agreement was  
13 executed.

14 On January 11, 2024, this Court granted the Trustee’s rule 9019 motion (the “9019  
15 Motion”), which sought approval of the Settlement Agreement. A number of non-settling  
16 defendants in the Adversary Action appealed the Order (the “9019 Order”) granting the 9019  
17 Motion to the Bankruptcy Appellate Panel (“BAP”), which affirmed the 9019 Order on July  
18 24, 2024. The 9019 Order became final on August 23, 2024, triggering the Trustee’s  
19 obligation to dismiss the Defendants from the Adversary Action with prejudice.

20 The Trustee has yet to dismiss the Defendants from the Adversary Action. Rather, it  
21 seeks to depose Defendant Rodney Omanoff in his role as a party in the Adversary Action.

22 Danning Gill brings this Motion because a breakdown has occurred in the attorney-  
23 client relationship with the Defendants.

24  
25 **II.**

26 **BACKGROUND FACTS**

27 The Trustee commenced the Adversary Action on March 10, 2021. (Request for  
28 Judicial Notice, at ¶ “2”.) On August 1, 2022, Defendants filed their Answer (the “Answer”)

1 to the Chapter 7 Trustee's Corrected Second Amended Complaint (the "Adversary  
2 Complaint"). (Request for Judicial Notice, at ¶ "3".)

3 Following multiple discussions, a failed mediation, and an exchange of documents,  
4 on or about November 10, 2023, Defendants and the Trustee executed the Settlement  
5 Agreement. On November 28, 2023, the Trustee filed a motion under Federal Rule of  
6 Bankruptcy Procedure ("FRBP") 9019, seeking Court approval of the Settlement Agreement.  
7 (Request for Judicial Notice, at ¶ "5".) On January 11, 2024, the Court issued the 9019  
8 Order granting the 9019 Motion. (Request for Judicial Notice, at ¶ "6".)

9 Subsequently, a number of non-settling Adversary Action defendants appealed the  
10 9019 Order to the BAP, which affirmed this Court's order on July 24, 2024. (Request for  
11 Judicial Notice, at ¶ "7".) The 9019 Order became final (non-appealable) on August 23,  
12 2024, e.g., 30 days after the BAP issued its Judgment. Fed. Rules of App. Proc. 4(a)(1).

13 The Settlement Agreement requires the Trustee to dismiss the Defendants from the  
14 Adversary Action as follows:

15 The Trustee shall dismiss the Omanoff Parties with prejudice from the  
16 Adversary Proceedings upon the **later of** the execution of the Agreement,  
17 receipt of the Omanoff Settlement Amount, **or the entry of a final, non-**  
**appealable Rule 9019 order approving the Agreement. . . .**

18 (Request for Judicial Notice, at ¶ "8," emphasis added.)

19 To date, the Trustee has not dismissed the Defendants from the Adversary Action.  
20 (Request for Judicial Notice, at ¶ "9".) Rather, the Trustee seeks to depose Defendant  
21 Omanoff as a party in this action. (Declaration of Uzzi O. Raanan, at ¶ "8.)  
22

### 23 III.

#### 24 **DANNING GILL SHOULD BE AUTHORIZED TO WITHDRAW AS COUNSEL**

25 Under Local Bankruptcy Rule 2091-1, a motion to withdraw as counsel is required  
26 for:

27 (1) Withdrawal without Substitution. An attorney who has appeared on  
28 behalf of an entity or individual in any matter concerning the



administration of the case, in one or more proceedings to withdraw as counsel;

(2) Substitution of Self-Represented Individual. An individual who is currently represented by an attorney in any matter concerning the administration of the case, in one or more proceedings, who now desires to represent himself/herself without an attorney. . . .

LBR 2019-1(a)(1) and (2).

Counsel seeking to withdraw must comply with the following notice requirements,

(2) Proceedings. An attorney seeking withdrawal or substitution who has appeared on behalf of an entity only in one or more proceedings must give notice of the proposed substitution or motion for leave to withdraw to the debtor, each party who has been named or who has appeared in such proceeding(s), and the United States trustee.

LBR 2019-1(c)(2).

Finally, LBR 2019-1(d) states as follows:

(d) Corporation, Partnership, Unincorporated Association, or Trust. An attorney moving for leave to withdraw from representation of a corporation, a partnership including a limited liability partnership, a limited liability company, or any other unincorporated association, or a trust, concurrently or prior to filing any such motion, must give notice to the client of the consequences of its inability to appear without counsel, including the possibility that a default judgment may be entered against it in pending proceedings; or, if the client is a chapter 11 debtor, that the case may be converted to chapter 7, a trustee may be appointed, or the case may be dismissed.

LBR 2019-1(d).

Under California law, an attorney may withdraw from representing a client, [if] the client breaches a material term of an agreement with, or obligation, to the lawyer relating to the representation, and the lawyer has given the client a reasonable warning after the breach that the lawyer will withdraw unless the client fulfills the agreement or performs the obligation.

Cal. R. Prof. Cond. 1.16(b)(5).

An attorney who withdraws from representing a client may not terminate a representation until the lawyer has taken reasonable steps to avoid reasonably foreseeable

1 prejudice to the rights of the client. Cal. R. Prof. Cond. 1.16(d). Danning Gill has complied  
2 with its ethical obligations in this regard, as well as the notice requirements of LBR 2091-1.

3 As noted above, under the Settlement Agreement approved by this Court the Trustee  
4 is required to dismiss the Defendants with prejudice. Moreover, there are no pending  
5 motions affecting the Defendants. (Declaration of Uzzi O. Raanan, at ¶ “6”.)

6 A breakdown has occurred in the attorney-client relationship between Danning Gill  
7 and the Defendants, such that Danning Gill is unable to further proceed as counsel for the  
8 Defendants. (Declaration of Uzzi O. Raanan, at ¶ “7”.) This breakdown is the reason for the  
9 present Motion.

10  
11 **IV.**

12 **CONCLUSION**

13 For the foregoing reasons, Danning Gill requests that the Court enter an order  
14 authorizing the firm to withdraw as Defendants’ counsel effective immediately upon entry of  
15 the Court’s Order. Danning Gill also requests such further relief as the Court deems just and  
16 proper.

17  
18  
19 DATED: September 13, 2024

DANNING, GILL, ISRAEL & KRASNOFF, LLP

20  
21 By: /s/ Uzzi O. Raanan

22 UZZI O. RAANAN  
23 Attorneys for RODNEY OMANOFF, VOIP  
24 GUARDIAN LLC, RICHARD OMANOFF,  
25 OMANOFF AMERICA LLC, OMANOFF  
26 AMERICA TELECOM LLC, OWL AMERICA,  
27 INC., AND CONTACTS & CONTRACTS, INC.  
28

**DECLARATION OF UZZI O. RAANAN**

I, Uzzi O. Raanan, declare and state as follows:

1. I am an attorney licensed to practice law in the state of California. I am the principal of a professional corporation that is a partner in Danning, Gill, Israel & Krasnoff, LLP (“Danning Gill”).

2. I have personal knowledge of each of the facts herein, except those set forth on information and belief and, as to those matters, I believe them to be true. If called as a witness, I could and would testify competently with respect to such facts.

3. Danning Gill was retained to represent Defendants Rodney Omanoff, VoIP Guardian LLC, Richard Omanoff, Omanoff America LLC, Omanoff America Telecom LLC, Owl America, Inc., and Contacts & Contracts, Inc. (collectively, the “Defendants”) with regard to this Adversary Action.

4. The Defendants have paid the Trustee \$3,000,000 (the “Settlement Amount”), as required in the Settlement Agreement.

5. Danning Gill has taken reasonable steps to avoid reasonably foreseeable prejudice to the Defendants’ rights as a result of its withdrawal as counsel. Among other things, at present, there is no motion or other proceeding involving the Defendants pending before the Court. Danning Gill has further advised the Defendants to retain alternate counsel to represent them going forward, and the fact that legal entities may not appear in court without counsel.

6. A breakdown has occurred in the attorney-client relationship between Danning Gill and the Defendants, such that Danning Gill is unable to further proceed as counsel for the Defendants.



**REQUEST FOR JUDICIAL NOTICE**

Danning, Gill, Israel & Krasnoff, LLP (“Danning Gill”), requests that the Court take judicial notice of the following:

1. Danning Gill has appeared in this case on behalf of Rodney Omanoff, VoIP Guardian LLC, Richard Omanoff, Omanoff America LLC, Omanoff America Telecom LLC, Owl America, Inc., and Contacts & Contracts, Inc. (collectively, the “Defendants”).

2. The Trustee commenced the above-entitled Adversary Action on March 10, 2021. (*Adversary Docket No. 1.*)

3. On August 1, 2022, Defendants filed their Answer (the “Answer”) to the Chapter 7 Trustee’s Corrected Second Amended Complaint (the “Adversary Complaint”). (*Adversary Docket No. 271.*)

4. Following multiple discussions, a failed mediation, and an exchange of discovery, on or about November 10, 2023, Defendants and the Trustee executed the Settlement Agreement. (*Case Docket No. 190.*)

5. On November 28, 2023, the Trustee filed a motion under Federal Rule of Bankruptcy Procedure (“FRBP”) 9019, seeking Court approval of the Settlement Agreement. (*Case Docket No. 190.*)

6. On January 11, 2024, the Court issued the 9019 Order, granting the 9019 Motion. (*Case Docket No. 211.*)

7. A number of non-settling Adversary Action defendants appealed the 9019 Order to the BAP, which affirmed this Court’s order on July 24, 2024. (*Case Docket Nos. 263-264.*)

8. The Settlement Agreement requires the Trustee to dismiss Defendants from the Adversary Action as follows:

The Trustee shall dismiss the Omanoff Parties with prejudice from the Adversary Proceedings upon the **later of** the execution of the Agreement, receipt of the Omanoff Settlement Amount, **or the entry of a final, non-appealable Rule 9019 order approving the Agreement.** . . .

(9019 Motion, at p. 23 of 59, *Case Docket No. 190*, emphasis added.)

1           9.       To date, the Trustee has not dismissed the Defendants from the Adversary  
2 Action.

3  
4 DATED: September 13, 2024

DANNING, GILL, ISRAEL & KRASNOFF, LLP

5  
6 By:           /s/ Uzzi O. Raanan          

7 UZZI O. RAANAN

8 Attorneys for RODNEY OMANOFF, VOIP  
9 GUARDIAN LLC, RICHARD OMANOFF,  
10 OMANOFF AMERICA LLC, OMANOFF  
11 AMERICA TELECOM LLC, OWL AMERICA,  
12 INC., AND CONTACTS & CONTRACTS, INC.  
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## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, CA 90067-6006.

A true and correct copy of the foregoing document entitled (*specify*): NOTICE OF MOTION AND MOTION OF DANNING, GILL, ISRAEL & KRASNOFF, LLP TO WITHDRAW AS COUNSEL FOR DEFENDANTS RODNEY OMANOFF, VOIP GUARDIAN LLC, RICHARD OMANOFF, OMANOFF AMERICA LLC, OMANOFF AMERICA TELECOM LLC, OWL AMERICA, INC., AND CONTACTS AND CONTRACTS, INC.; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF UZZI O. RAANAN IN SUPPORT THEREOF; REQUEST FOR JUDICIAL NOTICE will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On September 13, 2024 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page.

**2. SERVED BY UNITED STATES MAIL:**

On September 13, 2024, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Debtor, in pro se  
VoIP Guardian Partners I, LLC  
1221 Ocean Avenue  
Unit 507  
Santa Monica, CA 90401

The Honorable Barry Russell  
U.S. Bankruptcy Court  
Roybal Federal Building  
255 E. Temple Street, Suite 1660  
Los Angeles, CA 90012

☐ Service information continued on attached page.

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state

method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) \_\_\_\_\_, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

September 13, 2024

Date

Beverly Lew

Printed Name

/s/ Beverly Lew

Signature

**ADDITIONAL SERVICE INFORMATION (if needed):**

**1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (“NEF”)**

Jessica L Bagdanov on behalf of Plaintiff Timothy Yoo, Chapter 7 Trustee jbagdanov@bg.law, ecf@bg.law

Jessica L Bagdanov on behalf of Trustee Timothy Yoo (TR) jbagdanov@bg.law, ecf@bg.law

Michael F Chekian on behalf of Defendant Philipson International LLC, a Delaware limited liability company  
mike@cheklaw.com, chekianmr84018@notify.bestcase.com

Michael F Chekian on behalf of Defendant Adela Philipson mike@cheklaw.com, chekianmr84018@notify.bestcase.com

Michael F Chekian on behalf of Defendant John O Philipson mike@cheklaw.com, chekianmr84018@notify.bestcase.com

Cynthia M Cohen on behalf of Defendant Rodney Omanoff ccohen@brownwhitelaw.com

Leslie A Cohen on behalf of Defendant Phonetime Inc.  
leslie@lesliecohenlaw.com, jaime@lesliecohenlaw.com;clare@lesliecohenlaw.com

Aaron E. DE Leest on behalf of Defendant Contacts & Contracts, Inc., a Delaware corporation  
adeleest@marshackhays.com, adeleest@marshackhays.com,alinares@ecf.courtdrive.com

Aaron E. DE Leest on behalf of Defendant Omanoff America LLC, a Delaware limited liability company  
adeleest@marshackhays.com, adeleest@marshackhays.com,alinares@ecf.courtdrive.com

Aaron E. DE Leest on behalf of Defendant Omanoff America Telecom, LLC, a Delaware limited liability company  
adeleest@marshackhays.com, adeleest@marshackhays.com,alinares@ecf.courtdrive.com

Aaron E. DE Leest on behalf of Defendant Owl America, Inc., a Delaware corporation  
adeleest@marshackhays.com, adeleest@marshackhays.com,alinares@ecf.courtdrive.com

Aaron E. DE Leest on behalf of Defendant VoIP Guardian LLC, a Delaware limited liability company  
adeleest@marshackhays.com, adeleest@marshackhays.com,alinares@ecf.courtdrive.com

Aaron E. DE Leest on behalf of Defendant Richard Omanoff  
adeleest@marshackhays.com, adeleest@marshackhays.com,alinares@ecf.courtdrive.com

Aaron E. DE Leest on behalf of Defendant Rodney Omanoff  
adeleest@marshackhays.com, adeleest@marshackhays.com,alinares@ecf.courtdrive.com

Michael I. Gottfried on behalf of Defendant DealDefenders LLC, a Delaware limited liability company  
mgottfried@elkinskalt.com, cavila@elkinskalt.com,lwageman@elkinskalt.com,docketing@elkinskalt.com

Steven T Gubner on behalf of Plaintiff Timothy Yoo, Chapter 7 Trustee sgubner@bg.law, ecf@bg.law

Steven T Gubner on behalf of Trustee Timothy Yoo (TR) sgubner@bg.law, ecf@bg.law

Jason B Komorsky on behalf of Plaintiff Timothy Yoo, Chapter 7 Trustee ecf@bg.law, jkomorsky@bg.law

Steven N Kurtz on behalf of Defendant GO2Tel.Com, Inc.  
skurtz@lakklawyers.com, ncondren@lakklawyers.com;smcfadden@lakklawyers.com

Olaf J Muller on behalf of Defendant Contacts & Contracts, Inc., a Delaware corporation olaf@olafmullerlaw.com

Olaf J Muller on behalf of Defendant Omanoff America LLC, a Delaware limited liability company  
olaf@olafmullerlaw.com

Olaf J Muller on behalf of Defendant Omanoff America Telecom, LLC, a Delaware limited liability company  
olaf@olafmullerlaw.com



Olaf J Muller on behalf of Defendant Owl America, Inc., a Delaware corporation olaf@olafmullerlaw.com

Olaf J Muller on behalf of Defendant Richard Omanoff olaf@olafmullerlaw.com

Aram Ordubegian on behalf of Plaintiff Timothy Yoo, Chapter 7 Trustee ordubegian.aram@arentfox.com

Uzzi O Raanan, ESQ on behalf of Defendant Contacts & Contracts, Inc., a Delaware corporation  
uraanan@DanningGill.com, DanningGill@gmail.com;uraanan@ecf.inforuptcy.com

Uzzi O Raanan, ESQ on behalf of Defendant Omanoff America LLC, a Delaware limited liability company  
uraanan@DanningGill.com, DanningGill@gmail.com;uraanan@ecf.inforuptcy.com

Uzzi O Raanan, ESQ on behalf of Defendant Omanoff America Telecom, LLC, a Delaware limited liability company  
uraanan@DanningGill.com, DanningGill@gmail.com;uraanan@ecf.inforuptcy.com

Uzzi O Raanan, ESQ on behalf of Defendant Owl America, Inc., a Delaware corporation  
uraanan@DanningGill.com, DanningGill@gmail.com;uraanan@ecf.inforuptcy.com

Uzzi O Raanan, ESQ on behalf of Defendant VoIP Guardian LLC, a Delaware limited liability company  
uraanan@DanningGill.com, DanningGill@gmail.com;uraanan@ecf.inforuptcy.com

Uzzi O Raanan, ESQ on behalf of Defendant Richard Omanoff  
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David J Richardson on behalf of Defendant Overseas Charters Inc.  
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David J Richardson on behalf of Defendant TEE Telecommunications Inc., a New Jersey corporation  
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David J Richardson on behalf of Defendant Zoom Telecom, Inc., a Nevada corporation  
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Scott H Siegel on behalf of Defendant GO2Tel.Com, Inc. ssiegel@laklawyers.com, smcfadden@laklawyers.com

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United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov

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Timothy Yoo (TR) tjytrustee@lnbyg.com, tjy@trustesolutions.net

Roye Zur on behalf of Counter-Claimant DealDefenders LLC

rzur@elkinskalt.com, TParizad@elkinskalt.com;lwageman@elkinskalt.com;1648609420@filings.docketbird.com

Roye Zur on behalf of Defendant DealDefenders LLC, a Delaware limited liability company

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## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, CA 90067-6006.

A true and correct copy of the foregoing document entitled (*specify*): DECLARATION THAT NO PARTY REQUESTED A HEARING ON MOTION LBR 9013-1(o)(3) will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) October 1, 2024 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page.

**2. SERVED BY UNITED STATES MAIL:**

On (*date*) October 1, 2024, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page.

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) \_\_\_\_\_, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

October 1, 2024  
\_\_\_\_\_  
*Date*

Patricia Morris  
\_\_\_\_\_  
*Printed Name*

/s/ Patricia Morris  
\_\_\_\_\_  
*Signature*

ADDITIONAL SERVICE INFORMATION (if needed):

**1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")**

- Jessica L Bagdanov jbagdanov@bg.law, ecf@bg.law
- Michael F Chekian mike@cheklaw.com, chekianmr84018@notify.bestcase.com
- Cynthia M Cohen ccohen@brownwhitelaw.com
- Leslie A Cohen leslie@lesliecohenlaw.com, jaime@lesliecohenlaw.com; clare@lesliecohenlaw.com
- Aaron E. De Leest adeleest@marshackhays.com, adeleest@marshackhays.com, alinares@ecf.courtdrive.com
- Michael I. Gottfried mgottfried@elkinskalt.com, cavila@elkinskalt.com, lwageman@elkinskalt.com, docketing@elkinskalt.com
- Steven T Gubner sgubner@bg.law, ecf@bg.law
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- Steven N Kurtz skurtz@laklawyers.com, ncondren@laklawyers.com; smcfadden@laklawyers.com
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- David J Richardson drichardson@bakerlaw.com, aagonzalez@bakerlaw.com
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- United States Trustee (LA) ustpreion16.la.ecf@usdoj.gov
- Jessica Wellington jwellington@bg.law, ecf@bg.law
- Timothy Yoo (TR) tjytrustee@lnbyg.com, tjy@trustesolutions.net
- Roye Zur rzur@elkinskalt.com, TParizad@elkinskalt.com; lwageman@elkinskalt.com; 1648609420@filings.docketbird.com

**2. SERVED BY U.S. MAIL**

Debtor – PRO SE  
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1221 Ocean Avenue  
Unit 507  
Santa Monica, CA 90401

The Honorable Barry Russell  
U.S. Bankruptcy Court  
Roybal Federal Building  
255 E. Temple Street, Suite 1660  
Los Angeles, CA 90012